

**F I L E D**  
Clerk of the Superior Court

MAY 28 2025

By: A. Carini

**IN THE SUPERIOR COURT OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

DEMETRA BINDER, ANGELA WALDNER,  
CHRISTINA CALCAGNO, and DEBORAH  
O'DEA on behalf of herself and all others  
similarly situated,

Plaintiffs,

v.

PREMIUM BRANDS OPCO LLC, an Ohio  
Limited Liability Company, and DOES 1- 50,  
inclusive,

Defendants.

Case No. 25CU012849N

**[E-FILE]**

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT AND PROVISIONAL CLASS  
CERTIFICATION**

On May 2, 2025, this Court heard Plaintiffs Demetra Binder, Angela Waldner, Christina Calcagno, and Deborah O'Dea's unopposed motion for preliminary approval of class settlement and provisional class certification. This Court reviewed the motion, including the Settlement Agreement and Release (the "Settlement Agreement"). Based on this review and the findings below, the Court finds good cause to grant the motion.<sup>1</sup>

**FINDINGS:**

1. The Settlement Agreement appears to be the product of serious, informed, non-collusive negotiations with Defendant Premium Brands Opco LLC ("Premium Brands" or "Defendant"), and falls within the range of possible approval as fair, reasonable, and adequate.

<sup>1</sup> Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

1           2.     The Full Notice, Email Notice, Publication Notice, and Claim Form (attached to the  
2 Settlement Agreement): (a) constitute the best such forms and notice practicable under the circumstances;  
3 (b) the method for providing notice to Class Members set forth in the Settlement Agreement constitutes  
4 valid, due, and sufficient notice to all members of the Class; and (c) the Notices and Notice plan set forth  
5 in the Agreement comply fully with the requirements of California Code of Civil Procedure § 382,  
6 California Rules of Court, Rules 3.766 and 3.769, the California and United States Constitutions, and other  
7 applicable law.

8           3.     For Settlement purposes only, the Class is so numerous that joinder of all Class Members  
9 is impracticable.

10          4.     For Settlement purposes only, Plaintiffs' claims are typical of the Class's claims.

11          5.     For Settlement purposes only, there are questions of law and fact common to the Class,  
12 which predominate over any questions affecting only individual Class Members.

13          6.     For Settlement purposes only, Class Certification is superior to other available methods for  
14 the fair and efficient adjudication of the controversy.

15 **IT IS ORDERED THAT:**

16          1.     **Settlement Approval.** The Settlement Agreement, including the Full Notice, Email  
17 Notice, Publication Notice, and Claim Form, attached to the Settlement Agreement as Exhibits A-D, are  
18 preliminarily approved.

19          2.     **Provision of Class Notice.** The Settlement Administrator will notify Class Members of  
20 the Settlement in the manner specified under Section IV.E of the Settlement Agreement.

21          3.     **Distribution of Settlement Voucher.**

22           (a)    Class Members who receive Email Notice (Known Class Members), do not need to submit  
23 a Claim Form. Those Class Members will automatically receive a Settlement Voucher via email unless  
24 they opt out.

25           (b)    Class Members who did not receive Email Notice must complete and submit a valid Claim  
26 Form on or before the Claim Filing Deadline in order to receive a Settlement Voucher. For each such  
27 Class Member, the Settlement Administrator will send the Settlement Voucher to the email address  
28 specified on the Claim Form.

1           4.       The Settlement Administrator and/or Defendant may review all submitted Claim Forms for  
2 completeness, validity, accuracy, and timeliness. The Settlement Administrator will use adequate and  
3 customary procedures and standards to prevent the approval of duplicative and fraudulent Claims.  
4 Defendant may contact any claimant, through the Settlement Administrator, to request additional  
5 information and documentation, including, but not limited to, information and documentation sufficient  
6 to allow the Defendant to: (i) verify that the information set forth in a submitted Claim Form is accurate;  
7 and (ii) the claimant is a Class Member.

8           5.       **Objection to Settlement.** Any Class Member who has not submitted a timely written  
9 exclusion request and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement  
10 Agreement must file written objections with the Court, with copies delivered to the Settlement  
11 Administrator, Defendant's Counsel and Class Counsel on or before the Objection/Exclusion Deadline.

12           a)       The delivery date of any written objection is deemed to be the date the objection is  
13 deposited in the U.S. Mail, as evidenced by the postmark. It shall be the objector's responsibility  
14 to ensure receipt of any objection by the Settlement Administrator, Defendant's Counsel and Class  
15 Counsel.

16           b)       Any written objections must contain: (i) the name and case number of the Action;  
17 (ii) the Class Member's full name, address, and telephone number; (iii) the words "Notice of  
18 Objection" or "Formal Objection"; (iv) in clear and concise terms, the legal and factual arguments  
19 supporting the objection; (v) facts supporting the person's status as a Class Member (e.g., the date  
20 and location of his/her qualifying purchase(s) and description of item(s) purchased); (vi) the Class  
21 Member's signature and the date; and (vii) the following language immediately above the Class  
22 Member's signature and date: "I declare under penalty of perjury under the laws of the State of  
23 California that the foregoing statements regarding class membership are true and correct to the  
24 best of my knowledge."

25           c)       Any Class Member who submits a written objection, as described in this section,  
26 has the option to, but is not required to, appear at the Fairness Hearing, either in person or through  
27 personal counsel, hired at the Class Member's expense, to object to the fairness, reasonableness,  
28 or adequacy of the Settlement Agreement or to the award of attorneys' fees. However, Class

Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must include on a timely and valid objection a statement substantially similar to "Notice of Intention to Appear." If an objecting Class Member (either with or without his or her attorney, or through his or her attorney acting on his or her behalf) intends to speak at the Fairness Hearing in support of the objection, the Class Member's objection must state this intention in a "Notice of Intention to Appear" served on the Settlement Administrator, Class Counsel and Defendant's Counsel no later than fifteen (15) calendar days before the Fairness Hearing. If the objecting Class Member intends to appear at the Fairness Hearing with or through counsel, he or she must also identify the attorney(s) representing the objector who will appear at the Fairness Hearing and include the attorney(s)' name, address, phone number, email address, and the state bar(s) to which counsel is admitted in the Notice of Intention to Appear. If the objecting Class Member (or the Class Member's counsel) intends to request the Court to allow the Class Member to call witnesses at the Fairness Hearing, such request must be made in the Class Member's written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Class Members who submit timely objections, including Notices of Intention to Appear, may speak at the Fairness Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorneys' fees and costs.

6. **Failure to Object to Settlement.** Class Members who fail to object to the Settlement Agreement in the manner specified in paragraph 5 above will: (a) be deemed to have waived their right to object to the Settlement Agreement; (b) be foreclosed from objecting (whether by a subsequent objection, intervention, appeal, or any other process) to the Settlement Agreement; and (c) not be entitled to speak at the Fairness Hearing.

7. **Requesting Exclusion.** Class Members who wish to opt out of the Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the Class Member's name, address, and phone number; (b) be signed by the Class Member; and (c) include the statement "I/we request to be excluded from the class settlement in *Binder et al., v. Premium Brands OpCo LLC*" and include the case number. No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information

1 and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark  
2 on the mailing envelope shall be the exclusive means used to determine whether a Class Member's optout/  
3 exclusion request has been submitted timely. If the postmark is illegible, the opt-out/exclusion request  
4 shall only be deemed timely if it is received by the Settlement Administrator not less than two (2) calendar  
5 days before the Objection/Exclusion Deadline. Any Class Member who properly opts out of the Settlement  
6 Class using this procedure will not be entitled to any Settlement Voucher, will not be bound by the  
7 Settlement, and will not have any right to object, appeal or comment thereon. Class Members who do not  
8 submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be  
9 bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is  
10 approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the  
11 Settlement. However, the Parties, acting through the Settlement Administrator, may elect to treat  
12 otherwise untimely or invalid requests for exclusion as valid.

13 **8. Provisional Certification.** The Class is provisionally certified as:

14 All persons who, during the Class Period, purchased one or more products at a purported  
15 discount at Defendant's Ann Taylor Factory Stores or LOFT Outlet Stores in Pennsylvania,  
16 California, Washington, New York, Wisconsin, Texas, Ohio, or Oregon, and did not  
17 receive a refund or credit for their purchase(s). Excluded from the Class are persons who  
18 did not receive a purported discount on any of their Ann Taylor Factory Stores or LOFT  
19 Outlet Stores purchases, and instead paid the list prices for each item purchased. For the  
20 avoidance of doubt, the Released Claims, as described in Sections III.D of the Settlement  
21 Agreement does not extend to these persons. Also excluded from the Class Members are  
22 all persons who validly opt out of the Settlement in a timely manner; governmental entities;  
23 counsel of record (and their respective law firms) for the Parties; Defendant and any of its  
24 parents, affiliates, subsidiaries, independent service providers and all of their respective  
25 officers and directors; the presiding judge in the Action, or judicial officer presiding over  
26 the matter, and all of their immediate families and judicial staff; and any natural person or  
27 entity that entered into a release with Defendant prior to the Effective Date arising from  
28 the same representations, advertising, marketing and/or sales at the Defendant's Ann  
Taylor Factory Stores or LOFT Outlet Stores, relating to the underlying claims in the  
operative complaint in the Action.

23 The Class Period is defined as:

24 For Pennsylvania Class Members, September 4, 2018, to the date the Court enters the  
25 Preliminary Approval Order.

26 For California and Washington Class Members, September 4, 2020, to the date the Court  
enters the Preliminary Approval Order.

27 For New York and Wisconsin Class Members, September 4, 2021, to the date the Court  
28 enters the Preliminary Approval Order.

For Texas and Ohio Class Members, September 4, 2022, to the date the Court enters the Preliminary Approval Order.

For Oregon Class Members, September 4, 2023, to the date the Court enters the Preliminary Approval Order.

9. **Conditional Appointment of Class Representatives and Class Counsel.** Plaintiffs Demetra Binder, Angela Waldner, Christina Calcagno, and Deborah O'Dea are conditionally certified as the Class Representatives to implement the Parties' Settlement in accordance with the Settlement Agreement. The law firm of Lynch Carpenter, LLP is conditionally appointed as Class Counsel. Plaintiffs and Class Counsel must fairly and adequately protect the Class's interests.

10. **Settlement Administrator.** The Parties are selecting a Settlement Administrator.

11. **Termination.** If the Settlement Agreement terminates for any reason, the following will occur: (a) Class Certification will be automatically vacated; (b) the order appointing Plaintiffs as the Class Representatives and appointing Lynch Carpenter LLP as Class Counsel will be null and void; and (c) this Action will revert to its previous status in all respects as it existed immediately before the Parties executed the Settlement Agreement, with the exception of Plaintiffs' filing of the Complaint. This Order will not waive or otherwise impact the Parties' rights or arguments.

12. **No Admissions.** Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

13. **Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

14. **Further Procedures.** Counsel for the Parties are hereby authorized to agree to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

15. **Fairness Hearing.** On November (month) 14 (day), 2025, at 1:30pm, this Court will hold a Fairness Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. Based on the date of this Order and the date of the Fairness Hearing, the following are the certain associated dates in this Settlement:

Event	Timing
Hearing on Unopposed Motion for Preliminary Approval	May 2, 2025, 1:30 PM
Last day for Class Counsel, through the Claims Administrator, to send Email Notice, start operating Settlement Website, and issue the Digital Publication Notice, and for Defendant to issue the In-Store Publication Notice	30 days after entry of Preliminary Approval Order
Last day for Plaintiff to file fee petition	60 days after entry of Preliminary Approval Order
Last day for Settlement Class Members to submit a Claim Form, request exclusion, or object to the Settlement	105 calendar days after Preliminary Approval Order or 60 days after the Notice Date, whichever is later
Last day for Parties to file briefs in support of the Final Order and Judgment, and to respond to any objections to the Settlement	10 calendar days before Fairness Hearing

This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting, Class Counsel will not be required to provide any additional notice to Class Members.

DATED: May 28, 2025

  
San Diego Superior Court Judge  
MICHAEL D. WASHINGTON